

Clerk's Receiving

No. 565

Date 3/12/98

R.A. Rose

ASSET SEIZURE AND FORFEITURE  
MEMO OF UNDERSTANDING #A  
BETWEEN  
THE KING COUNTY DEPARTMENT OF PUBLIC SAFETY  
AND  
THE CITY OF SHORELINE

WHEREAS the King County Department of Public Safety  
(Hereinafter Drug Enforcement Unit), and the City of Shoreline agree to enter into a  
contract for joint criminal investigations and civil asset forfeiture investigations involving  
drug related offenses in violation of the Uniform Controlled Substances Act (RCW  
69.50.505), violations of the Legend Drug Act (RCW 69.41), violations of the Money  
Laundering Act (RCW 9A.82), property involved in a Felony (RCW, property involved  
in a Felony (RCW Chapter 10.105) and any additional criminal or seizure statutes which  
may be applicable currently or in the future; and

IT IS HEREBY AGREED that the Drug Enforcement Unit will be the seizing  
entity for any asset forfeiture cases initiated under this contract; and

IT IS HEREBY AGREED between the parties that any properties, real or  
personal, forfeited to the Drug Enforcement Unit in conjunction with the above  
mentioned cases will be sold in accordance with the applicable state law, and the  
proceeds from those sales divided equally between the two agencies; and

IT IS FURTHER AGREED that the division will be 50% to the City of Shoreline  
and 50% to the Drug Enforcement Unit or applicable seizure fund; and

IT IS FURTHER AGREED that the division will occur after the Drug Enforcement Unit has submitted the required ten percent (10%) to the State of Washington, and has deducted any costs incurred related to the seizure and forfeiture; and

IT IS FURTHER AGREED that the parties may choose to divide certain pieces of personal or real property. In the event of such division and transfer of the property, each party will be solely responsible for the administration of such property including, but not limited to the accounting to the state, and selling or maintaining the said property; and


IT IS FURTHER AGREED that any United States currency seized and forfeited by the Drug Enforcement Unit, awarded by the courts, or accepted in settlement in conjunction with this case will be divided in the same manner as indicated above; and

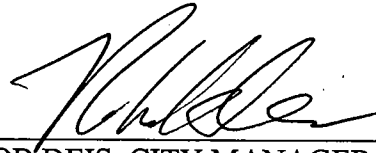
IT IS FURTHER AGREED that the Drug Enforcement Unit will be responsible for gathering the proceeds from all relevant sales, for accounting for all seizures and forfeitures in conjunction with the personal and real property encompassed under the contract, for submitting the 10% share to the State of Washington in accordance with the applicable state law or making any other mandatory disbursement under the applicable statute, and for distributing the remaining funds – in proportionate shares – to the parties; and

IT IS FURTHER AGREED that the parties to this contract will be equally responsible for sharing the costs incurred in the seizure, forfeiture or disposal of any property real or personal seized and/or forfeited pursuant to this contract; and

IT IS FURTHER AGREED that amendments to this agreement must be made in writing and mutually agreed upon by the parties in advance; and

IT IS FURTHER AGREED that either party may terminate this agreement by providing sixty (60) days written notice to the other party. All property seized and/or forfeited, or in the process of forfeiture will be honored under the terms of this agreement, regardless of any notice of intent to terminate.

  
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DAVID G. REICHERT  
Sheriff, King County  
Date: 1-19-98

  
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BOB DEIS, CITY MANAGER  
City of Shoreline  
Date: 3-12-98